76. Mr. Miller further states that LECs may place orders for "certain" unbundled network elements using the Network Data Mover (NDM) protocol. Miller Aff. ¶ 14. He does not specify which unbundled network elements are accessible through this method. He also fails to mention the corollary to his statement -- that, other than the "certain" unbundled elements that can be ordered via NDM, many other unbundled elements must be ordered manually. Moreover, the NDM method, even assuming it works properly for ordering all unbundled network elements, still falls far short of true parity. Parity can only be accomplished through an EDI interface for ordering, which NYT has not committed to deploying. The use of the EDI format defined by TCIF (and OBF defined content and business rules) has been adopted in industry forums for the submission of orders for resale as well as unbundled services. NYT has built an EDI interface for ordering resale, but is admittedly not ready with an similar interface for unbundled elements. Until NYT commits to developing an EDI interface for ordering unbundled elements as well as resale, it cannot be said to be offering parity access to unbundled elements to CLECs.

77. With respect to resale, NYT makes vague promises about its availability but imposes unnecessary restrictions that make it difficult for CLECs to resell its services. First and foremost, unlike virtually all of the other ILECs, and contrary to the OBF, NYNEX will not accept migration-as-specified orders as described above. Moreover, NYT is improperly pricing some resale offerings and is evading its duty "not to prohibit, and not to impose unreasonable or discriminatory conditions on, the resale of such telecommunications services." 47 U.S.C. § 251(c)(4)(B). I will not address the adequacy of the discount rates set by the FCC. I will discuss certain NYT practices that are not in compliance with the checklist.

78. It is my understanding that the FCC has set two wholesale rates: a discount rate of 19.1% when the reseller uses NYT's operator and directory assistance services (O/DA), and a 21.7% rate when the reseller provides its own O/DA. The 21.7% discount is not available, however, because NYT has yet to unbundle O/DA services. As a result, resellers who wish to provide these services for themselves must pay for them nevertheless. It is technically feasible for NYNEX to unbundle O/DA services for most of its access lines. Indeed, the Commission has ordered NYNEX to offer customized routing, which would make O/DA unbundling possible, by September 1 of this year. However, NYNEX has taken the position that it is not possible to offer customized routing even by September 1. Yet other ILECs, including Southwestern Bell and Bell Atlantic, have stated that they have the capability to rebrand or selectively route calls to DA and OS platforms. NYNEX's refusal to do so merely increases resellers' wholesale costs for no reason.

79. Not only has NYNEX refused to unbundle O/DA services, it has also refused to unbrand those same services. As a result, MCI resale customers will be forced to hear incorrectly that their service is provided by NYNEX whenever they make use of operator or directory assistance services. The Commission has ordered that this anticompetitive practice cease by March 1 of this year, and NYNEX has not even suggested that it is not technologically feasible to unbrand O/DA. Nevertheless, O/DA services remain unbranded.

80. Another OSS function, somewhat related to ordering, is provisioning. Provisioning involves the exchange of information between carriers in which one executes a request for a set of products or services from the other with attendant acknowledgments and status reports.

81. Mr. Miller states that CLEC access to NYT's provisioning functions is provided through the order process described elsewhere in his affidavit. Miller Aff. ¶16. Under NYT's system, then, there is no distinction between ordering and provisioning. Mr. Miller does not even address the status of CLEC and NYT efforts to obtain provisioning functions, nor does he provides any detail on exactly how CLEC orders will be provisioned on a parity basis.

82. In light of the serious problems with NYT's electronic interfaces that I have highlighted elsewhere in this affidavit, it is clear that NYT's OSS for ordering and provisioning falls far short of what is needed in order to allow competition to occur.

Service and Repair

83. With regard to NYT's OSS for service and repair, Mr. Miller is equally vague. Miller Aff. ¶¶ 20-22. Once again, he acknowledges that essentially all CLEC service and repair orders require manual processing, but offers no long-term resolution. Mr. Miller states only that "upgrades to full electronic processing" of service and repair orders are "planned," but he provides no details concerning those plans, such as the following: What systems will NYT use? What type of access will be provided to CLECs? When will these "planned" upgrades be tested? When will they be ready for commercial use? Without the answers to these and other questions, the statements in Mr. Miller's affidavit are nothing short of meaningless.

84. Even where NYT does provide some information concerning its repair and maintenance systems, the information frequently is misleading. Mr. Miller claims that NYT's Resale Trouble Administration System (RETAS) supports automated processing of all maintenance and repair functions for resale service. Miller Aff. ¶ 21. RETAS has several serious problems:

85. First, RETAS uses the NYT-proprietary Web GUI interface described in detail above, and this interface poses many of the same problems in the repair context as it does for pre-ordering and ordering.

86. Second, RETAS is a "receive-only" system; that is, the system does not provide continual feedback regarding trouble tickets. It only responds to queries posed by MCI technicians. MCI does not automatically obtain information such as when the status of trouble tickets changes or when trouble tickets are closed, without separately querying the system.

87. Third, RETAS is designed to allow CLECs access only to open trouble tickets. The system does not allow CLECs to run trouble reports such as those required by several state commissions. In order to provide accurate trouble reporting, MCI must use its own tracking and reporting system entirely separate from NYT's, in effect requiring MCI to enter all trouble data twice. This redundancy is both expensive and unnecessary. If NYT provided a gateway to its system that conformed to industry standards, MCI and other CLECs could share trouble information directly with NYT and eliminate these operational inefficiencies.

88. Fourth, RETAS does not address maintenance and repair for unbundled network elements. NYT does not have, and apparently does not intend to provide, an automated maintenance and repair system for unbundled network elements. This failure is not acceptable.

89. Fifth, NYT does not provide any alternatives, such as a direct dial number, to CLECs for submitting trouble tickets. The vast majority of ILECs provide such an alternative avenue of access to service and repair functions. Moreover, the trouble handling system does not provide inside wiring information to resellers.

90. Finally, and most fundamentally, RETAS is proprietary to NYT, and is not

an industry standard. Unless and until NYT commits to implementing an electronically bonded industry standard OSS for repair and maintenance, it cannot be offering true parity access to its OSS.

Billing

91. The billing function encompasses two discrete sub-functions: daily usage reports that provide the information required to enable CLECs to bill their end users, and monthly bills detailing what the CLEC owes NYT. The accuracy, timeliness and accessability of usage feeds are matters of tremendous importance. It is common knowledge that problems that plagued Sprint's billing systems in the late 1980s -- resulting in long-delayed and inaccurate subscriber bills -- cost that carrier tens of millions of dollars in lost revenue and incalculable consumer goodwill.[4] A CLEC that is unable to bill its end-users accurately because of problems with the usage feeds it receives from the ILEC will suffer similar marketplace consequences. Furthermore, these are problems that often are not easily resolved. It took Sprint -- which obviously had every incentive to move fast -- years to correct their systems. If NYT (or any ILEC) receives interLATA authorization before its billing systems are proven to work properly, it will not have comparable incentives to correct expeditiously any errors that might subsequently arise. In short, because problems with an ILEC's usage feeds can prove disastrous to CLECs, and because it will be very difficult for regulators to determine whether an ILEC is truly doing all it can to resolve any errors that might arise,[5] it is critical that all billing systems be proven to work in actual competitive use

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[4] See, for example, Calvin Sims, Errors Continue to Plague U S Sprint's Billing System, NY Times, at D1 (Mar. 3, 1988).

[5] See Mike Wills, Sorry, Wrong Number: New Wireless Phone Firms Plagued by Billing Problems, Wash. Post, at D1 (Sept. 6, 1996) (noting "that getting the services to market is only

and at meaningful capacity before an ILEC is found to have satisfied the requirements of section 271.

92. NYT states that it "offers" LECs access to usage and billing information by NDM protocol or on magnetic tape. Miller Aff. ¶ 23. However, it does not provide any information that enables the reader to assess how well these systems have performed. MCI's experience to date has shown that, although NYT may have designed and even tested some of its billing systems for CLECs, those systems are not yet operationally ready. MCI has not yet received billing or usage information for any actual traffic. As I have described above, even the best tests are not enough to ensure that a system will perform as it should under actual business conditions. MCI has already discerned certain problems with NYT's systems. It is my understanding that, for one thing, due to limitations in NYT's billing system, MCI will receive 14 separate bills from NYT. MCI would strongly prefer one bill. As a practical matter, auditing 14 separate bills (and countless others from different LECs across the country) will be extremely difficult, if not impossible.

93. Even if NYT's systems have been tested for resale billing, whether NYT can provide timely and accurate bills for the use of unbundled elements is entirely unknown. In fact, NYT does not appear to have any system in place for billing unbundled network elements.

NYT's Support of and Coordination with CLECs

94. NYT paints a picture of rosy cooperation on its part with the various CLECs. In his affidavit, Mr. Miller makes numerous representations concerning NYT's efforts to

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half the battle: Getting the numbers right on the monthly bill is more complex and glitch-prone than many companies expect").

provide CLECs with information necessary to configure their systems. Miller Aff. ¶ 28. MCI's experience to date has been in sharp contrast to Mr. Miller's affidavit. As described elsewhere in this affidavit, MCI has suffered delay after delay in obtaining critical manuals and documents. Training and support offered by NYT has been weak, at best. NYT's training was not designed with the reseller audience in mind. It merely recycled all of its internal product training provided its retail representatives. Real-time testing of NYT's systems, such as the Web GUI interface, has been sporadic and unsuccessful. In fact, the Web GUI system was down during some of the Web GUI training courses attended by MCI.

Conclusion

This concludes my affidavit.

I hereby swear, under penalty of perjury, that the foregoing is true and correct, to the best of my knowledge and belief.

ADALENE SPIVY

Subscribed and sworn to before me this 28th day of March, 1997.

NOTARY PUBLIC

My commission expires: 8/31/97